



Ms. Teri Killgore Assistant to the City Manager City of San Jose 200 E. Santa Clara Street, 17th Floor San Jose, CA 95113

March 30, 2016

Dear Ms. Killgore,

Outfront Allvision LLC, a joint venture between Allvision and Outfront Media, is pleased to offer the enclosed 'in lieu' full proposal in response to the City of San Jose RFP 15-16-01 Innovative LED Streetlight Replacement.

Together, our companies have great experience in the development and management of outdoor advertising assets on behalf of municipalities and public agencies throughout North America. We have helped government and public agency landowners realize the full value of their outdoor advertising assets, offering the technical experience and professional knowledge to develop and implement creative outdoor advertising initiatives that maximize their revenue while achieving positive public policy.

The enclosed proposal provides a comprehensive funding solution for San Jose's LED streetlight replacement program. Separating the funding solution from the technical solution will allow the City to select the best technical LED lighting solution, independent of the funding mechanism. In addition to the funding component our proposal incorporates green initiatives and public benefits, such as public messaging, EV charging, and billboard reduction to make this a progressive public/private partnership program that will benefit the citizens of San Jose.

Josh Scharfberg, who can be reached at (917) 803-0244 or JScharfberg@Allvision.com, will be your primary point of contact throughout this RFP process. On behalf of Outfront Allvision LLC, we are authorized to bind the company. Please let us know if you have any questions as we look forward to the opportunity to move forward and implement this program for you.

Respectfully,

Robert Goldberg

EVP, General Counsel – Allvision 420 Lexington Avenue, Suite 1601

New York, NY 10170

P: (212) 661-7500 F: (212) 661-5704

Email: RGoldberg@Allvision.com

Donald R. Shassian

EVP & Chief Financial Officer - Outfront Media

405 Lexington Ave New York, NY 10174

P: (212) 297-6535 F: (212) 370-1817

Email: Don.Shassian@OUTFRONTmedia.com





RFP 15-16-01, Innovative LED Streetlight Replacement Proposal



March 30, 2016





TABLE OF CONTENTS

EXECUTIVE SUMMARY	1
PROPOSAL CHECKLIST	3
Attachment A – Proposal Checklist	3
PROJECT TEAM	6
Management Plan	6
High Level Project Plan with Timeline	7
Key Personnel Assignments/Responsibilities	8
Organizational Chart	. 12
Key Personnel - list	. 13
Key Personnel - resume	
Streetlight Design and Engineering (NOT APPLICABLE)	. 26
Contractor or Installation Partner (NOT APPLICABLE)	. 26
Attachment E – Project Team and Financial Background Information Workshop	eet
Attachment F – Previous Customer Reference Form	
PROPOSAL SPECIFICS	
Attachment B – Proposal Specifics Worksheet	
Attachment D – Proposer Certification Form	. 36
Attachment G – Environmentally Preferred Procurement Program (Ep3) Information Sheet	36
Response to Section 21, Exemplar Agreements (if applicable)	. 44
COST PROPOSAL	. 48
Attachment C – Proposal Valuations and Cost Form with Designated Responsible Parties	48
TELECOMMUNICATIONS AND OTHER PROPOSALS REQUIRING BACKHAUL AND/OR POWER	54
Attachment H – Backhaul Specifications (NOT APPLICABLE)	54
Attachment I – Power Specifications	54
Attachment J – Telecommunications Specifications (NOT APPLICABLE)	
STREETLIGHT INSTALLATION PROPOSALS	
Attachment K – Streetlight Control & Management System Specification Response Form (NOT APPLICABLE)	57





Attachment L – LED Luminaire Specifications (NOT APPLICABLE)	57
Appendix 3, Section 4 - Product Samples (NOT APPLICABLE)	57
OPTIONAL SUBMITTALS	58
Attachment M – Local and small Business Enterprise Preference (OPI	TONAL) 58
POST AWARD SUBMITTALS	59
Appendix 7 – Insurance Requirements (POST AWARD)	59
Appendix 6 - PG&E Report Requirements (POST AWARD) (NOT APPL	
	59
Wage Requirements	59
Attachment N – Public Agency Participation Form (POST AWARD)	
Performance/Payment Bond (POST AWARD)	





EXECUTIVE SUMMARY

Outfront Allvision LLC is proud to submit the following 'in lieu' proposal:

Approach

Allvision and Outfront Media are highly experienced at developing and executing revenue generating programs for public entities through the deployment of outdoor advertising initiatives. Separating the funding component from the technical component of the LED lighting program will enable the City to select the best LED lighting provider, independent of the funding mechanism, to conduct the citywide LED streetlight replacement.

Outfront Allvision LLC propose the following:

- Build and operate eight (8) digital display faces on City property
 - Sites to be evaluated and approved by the City from locations proposed by Outfront Allvision LLC
 - Sites would be located in commercial or industrial zoned freeway areas along US-101, I-880, I-280, I-680, SR-237, SR-85, SR-17, and/or SR-87
 - City of San Jose will be able to override advertising messaging in the event of emergency (Amber Alerts, Natural Disasters, Homeland Security, etc.)
 - City of San Jose will be able to utilize the digital displays to promote community messaging and city-wide initiatives
 - Outfront Allvision LLC will purchase 'green' or 'clean' power to operate displays (PG&E Solar Choice, Renewable Energy Certificates, or similar)
 - Structures to be painted with smog-eating/air-cleaning paint or similar to remove nitrogen oxides from the air
- Remove eight (8) existing static billboard faces (one existing for each new face built)
- Install, maintain, and operate two (2) Universal EV fast charge stations in the City
 - Each station to include L-3 EV fast charge connector plugs
 - Outfront Allvision LLC will work with the City to identify and approve location(s) on City owned property
 - Charging stations will provide potentially free fast charging capabilities for electric vehicle usage
 - Outfront Allvision LLC to purchase 'green' or 'clean' power to operate charging stations

Project Valuation

Outfront Allvision LLC projects the City of San Jose will receive \$38 Million over the proposed Term.





Team

The joint bid by Allvision and Outfront Media as Outfront Allvision LLC will enable the City of San Jose to work with a preeminent outdoor advertising development, management, and sales team. In major cities of North America, Allvision and Outfront Media collectively have more than a century of experience in maintaining successful outdoor advertising programs, many of which have taken place on behalf of municipal or public agency partners. Together, our professional teams' have an extensive track record of entitling, building, operating, selling, and implementing static and digital outdoor advertising programs that encompass billboards, bus shelters, street furniture, transit, and other unique public owned outdoor advertising assets.

Founded in 2002, Allvision is the largest manager of outdoor advertising assets in North America, managing over 3,000 advertising displays on behalf of our clients. We provide consulting, development, and management services for municipalities and public agencies to maximize their revenue through the implementation of strategic outdoor advertising initiatives that are tailored specifically to our clients' needs. Over the past decade, our clients have generated hundreds of millions of dollars from outdoor advertising programs that Allvision has developed and managed.

Outfront Media designs, sells and services more out-of-home advertising assets than any other company in North America. With more than 1,713 U.S. employees located in more than 50 offices nationwide, we are the premier provider of out-of-home media in the United States. During the company's nearly seven decades, its sole focus has been providing the very best out-of-home media opportunities to marketers across the country with more than 100,000 traditional bulletins, street furniture in 17 markets and transit advertising in nearly every major U.S. city. Outfront Media is the California Department of Transportation's (Caltrans) largest individual permit holder, which affords the company a unique insight and expertise in the area of regulation and control.

Allvision and Outfront Media have proven track records of exceeding our client's objectives in the development and management of complex public agency outdoor advertising programs. Below are several public agency clients that we have partnered with:

Caltrans (DOT) City of Santa Clara City of Millbrae City of Newark City of Milpitas City of Oakland City of Benicia City of Berkeley LA MTA (METRO)

Responsiveness to the City

Our team will work directly with the City throughout the entire process to ensure that we develop and implement a customized and comprehensive outdoor advertising strategy that meet's the City's business, communications, operations, and public policy objectives. We understand the complex nature of using public assets to develop new non-tax revenue opportunities and our proposal is designed to provide the City with a significant funding solution to be utilized towards LED Streetlight Replacement program.





PROPOSAL CHECKLIST

Attachment A – Proposal Checklist

See following page(s)

ATTACHMENT A Proposal Checklist (REQUIRED)

The Proposal Checklist is required for all proposers. It is intended to assist you in determining if you have included all items in your proposal response.

Required Items for All Proposals Unless Noted
Attachment A, Proposal Checklist
√ Cover Letter (See Section 11.1)
Executive Summary (Section 11.2), maximum of two pages
Project Team (Section 11.4) Management Plan – 11.4.1 High Level Project Plan with timeline – 11.4.2 Key Personnel Assignments/Responsibilities - 11.4.3 ○ Organizational Chart with reporting structure – 11.4.3.1 ○ Key personnel with job titles and project manager – 11.4.3.2 One Page Resume for each Key Personnel – 11.4.4 Contractor or Installation Partner documents (if applicable) – 11.4.6 ○ Contractor/Installation Partner's Key Personnel Assignments/Responsibilities ○ Contractor/Installation Partner's Organizational Chart with reporting structure ○ Contractor/Installation Partner's Key Personnel with job titles and project manager ○ One Page Resume for each of Contractor/Installation Partner's Key Personnel Streetlight Design and Engineering documents (if applicable) – 11.4.5 ○ Streetlight Design/Engineering Key Personnel Assignments/Responsibilities
 One Page Resume for Streetlight Design/Engineering Key Personnel ✓ Attachment B, Proposal Specifics Worksheet
Attachment C, Proposal Valuation and Cost Form with Designated Responsible Parties
Attachment D, Proposal Certification Form
Attachment E, Project Team and Financial Background Information Worksheet
Attachment F, Previous Customer Reference Form Reference 1 Form Reference 2 Form Reference 3 Form
Contractor/Installation Partner Customer References (if applicable, use Attachment F) Contractor/Installation Partner Reference 1 Form Contractor/Installation Partner Reference 2 Form Contractor/Installation Partner Reference 3 Form
Attachment G, Environmentally Preferred Procurement Program (EP3) Information Sheet
Response to Section 21, Exemplar Agreements (if applicable)

	Required for Telecomm and Other Proposals Requiring Backhaul, Power, etc.			
	Attachment H, Backhaul Specifications (if applicable)			
V	Attachment I, Power Specifications (if applicable)			
	Attachment J, Telecommunications Specifications (if applicable)			
	Required for Streetlight Installation Proposals			
	Attachment K, Streetlight Control & Management System Specification Response Form			
	Attachment L, LED Luminaire Specifications			
	Product Sample Submissions per Appendix 3, Scope of Services for Streetlight Installation Proposals, Section 4, Product Sample Submission			
	Optional Attachments			
	Attachment M, Local and Small Business Preference			

POST AWARD CHECKLIST

Successful proposer(s)/awardee(s) will be required to provide the following documents. Failure to provide the documents within required time frames may result in withdrawal of the Award, and award to the next highest ranked proposer.

The Post Award Checklist is provided to all proposers for planning purposes only. These items do not need to be submitted at this time.

Po	Post Award Submittal Requirements				
Ins	Insurance Requirements (see Appendix 7)				
	□ Proposer Insurance Certificate				
	□ Contractor/Installation Certificate				
	PG&E Report Requirements (see Appendix 6)				
	Wage Requirements (see Section 22)				
	Attachment N, Public Agency Participation Form				
	Performance/Payment Bond, 100% of contract amount (see Section 23).				





PROJECT TEAM

Management Plan

Outfront Allvision LLC provides the City with the leading outdoor advertising team from a development, management, and sales perspective. Our teams understand the complex nature of using public assets to develop comprehensive non-tax revenue opportunities through complex outdoor advertising initiatives on behalf of public agencies as illustrated in Attachment F (Previous Customer Reference Form).

From a management perspective, we anticipate over 25 employees will be involved in the development, implementation, and ongoing management of this proposed project. This team includes experts in real estate, public affairs, media sales, marketing, and operations. A majority of the staff that will be utilized for this project are based in Northern California through Outfront Media's Berkley office and Allvision's San Francisco office.

We are experienced at working with all City departments to ensure that all phases of the project are managed in compliance with City protocol. This will include ongoing communications with Engineering, Public Works, City Attorney, City Manager, Finance, and other critical City departments throughout all phases of the project.





High Level Project Plan with Timeline

Proposed Project Plan and Timeline

Outfront Allvision will work with the City to create and implement a transparent, turnkey, and efficient process to achieve the City's public policy, legal, business, community, and operational objectives. While timelines can vary, the following steps outline the expected timeline necessary to complete each phase of the project:

Site Identification

2 months from date of award and execution of Agreement

- Identify all current and potential City assets that may be suitable for outdoor advertising development
- Evaluate identified sites for asset type (digital, static, etc.) and revenue potential
- Evaluate all potential opportunities from public policy, legal, business, community, and operational perspectives and identify potential hurdles/barriers
- Assist with local ordinance(s) as applicable
- Propose potential sites to City for approval

Entitlements and Approvals

3-9 months following approval of sites

- Work with City stakeholders, including City Council, Planning Commission, engineering, public works, etc. to secure all applicable City entitlements
- Work with external regulatory agencies, including Caltrans, to obtain all necessary approvals and permits

Asset Development & Operation

2-4 months following an asset's entitlement

- Construct digital display in coordination with applicable City departments
- Monitor ongoing display operation, content control, maintenance, & city messaging





Key Personnel Assignments/Responsibilities

Blair Murdoch

Allvision: President, Business Development

Mr. Murdoch oversees business development strategies

Mr. Murdoch leads Allvision's business development efforts, as well as guiding overall strategic planning for the company. He has been instrumental in developing key digital assets for Allvision in Toronto, Vancouver and Montreal. Prior to joining Allvision, Mr. Murdoch spent 16 years developing CBS Outdoor/Viacom real estate transactions in Canada, including leasing, acquisitions and transit franchise development. During this period, he completed over 15 acquisitions, totaling more than \$175 million.

Josh Scharfberg

Allvision: Vice President, Business Development

Mr. Scharfberg oversees business development client management, and strategic planning for Allvision's clients.

Mr. Scharfberg is an experienced sales and business development executive with a specialty in out-of-home media and sponsorship. Prior to joining Allvision, he was Vice President of National Business Development for InStadium, where he was responsible for national sales efforts focused on sports sponsorship and activation. Before joining InStadium, Mr. Scharfberg was a senior sales executive at Titan Outdoor, where he sold out-of-home media and sponsorship assets to national brands. Mr. Scharfberg graduated from George Washington University with a Dual Concentration: B.B.A. Finance and B.B.A. Sports, Event, and Hospitality Management.

Ivan Zamarbide Allvision: COO

Mr. Zamarbide oversees all operational and financial aspects of Allvision

Mr. Zamarbide has over 20 years of management and financial practice, mostly in the outdoor advertising industry. Prior to joining Allvision, Mr. Zamarbide was responsible for the operations of Cemusa in the United States including the street furniture program in the City of New York and several other markets in the North East. Cemusa is a Spanish based international media company that provides OOH advertising services in key markets across the US, Europe and Latin America. During his tenure, the company initiated a digital conversion program in NYC. He also participated in the management team that led the acquisition of Cemusa by Outdoor competitor JCDecaux. In his prior role as CFO of Cemusa, Inc., he led all financial and administrative aspects of the company including institutional relationships with government officials, regulators and capital providers.





Robert Goldberg

Allvision: General Counsel, EVP

Mr. Goldberg oversees all legal matters and assists with risk analysis and business strategy for Allvision

Mr. Goldberg is an experienced transactional attorney, with extensive experience in real estate and the outdoor advertising industry. He was previously the General Counsel of Fuel Outdoor, a national outdoor advertising company, where he was a member of the management team, and had an integral role in the sale of Fuel to Van Wagner Communications. Following Fuel, Mr. Goldberg was the Assistant General Counsel of Van Wagner Communications, which at the time was the largest privately held outdoor advertising company in the United States. Mr. Goldberg also previously practiced law at the international law firms of Greenberg Traurig, LLP and Foley & Larder LLP, where his practice was focused on large commercial real estate transactions for institutional clients and multi-generational real estate families. While at such law firms, Mr. Goldberg represented clients in the acquisition and sale of billions of dollars of real estate assets, and he has used such experience in his time in the outdoor advertising industry.

Alex Belenson

Allvision: Director, West Coast

Mr. Belenson manages national project implementation and manages project development throughout the west coast

Mr. Belenson has 20 years outdoor advertising sales, marketing and business development experience. He spent the first 10 years of his career inside transit and outdoor divisions of predecessors to CBS Outdoor. Prior to joining Allvision Mr. Belenson built a consulting practice providing advertising revenue program development and management services to public entities in California and Nevada including the RTC in Las Vegas where he consolidated six bus shelter franchises into a single contract, implementing service/maintenance programs and increasing revenue from advertising. Mr. Belenson graduated Magna Cum Laude from San Francisco State University with a Bachelor of Science degree, marketing concentration.





Rob Schilling

Outfront Media: General Manager

Mr. Schilling oversees all sales, marketing, client relations and business operations of the San Francisco market

Mr. Shilling joined OUTFRONT Media in 2004 as the General Manager for OUTFRONT Media Miami. He was responsible for starting up the operation of the newly acquired Miami transit franchise. He developed sales and pricing strategies, which took a market from limited sales to \$4 million in sales in the first year. In 2012, Mr. Shilling was promoted to West Coast Regional Sales Manager for the Displays division of OUTFRONT. Based in Los Angeles, Mr. Shilling oversaw the company's second largest market. In January 2016, Rob was promoted to the General Manager of San Francisco. Prior to joining OUTFRONT Media Mr. Shilling was responsible for Baltimore transit advertising sales for 9 years at Combined Media Communications, where he was the Sales Manager from 1990 to 1999. In 1999 he joined PNE Media as the General Manager for Southern and Central PA where he was responsible for numerous transit authority relationships, as well as Operations and Sales of transit, bus shelters and bulletins in York, Harrisburg, Reading, Allentown, Wilkes Barre, and Lancaster. In 2001 Mr. Shilling joined Obie Media in Dallas as the National Sales Manager; he was then promoted the General Manager a year later and was responsible for overall market performance.

Chris Steinbacher

Outfront Media: Senior Vice President of Real Estate

Mr. Steinbacher oversees all national real estate and development projects

Mr. Steinbacher has over 16 years of experience in the Outdoor Advertising Industry, working with Outfront Media and its predecessors since 1998. He began in the Real Estate Department with Outdoor Systems in Los Angeles. From there he was promoted to Real Estate Manager – Los Angeles, then to Regional Manager – West, then to Director of Real Estate – West and then to his current position of Executive Vice President of Real Estate. He is also involved with the California State Outdoor Advertising Association (CSOAA), and sits on the board of directors.

Collin Smith

Outfront Media: Director of Real Estate West Coast

Mr. Smith oversees all real estate and project development throughout the west coast

Mr. Smith began his career in the Berkeley market as a real estate representative in 2007. He was promoted to Real Estate Manager in 2011. In 2014 Mr. Smith was promoted and relocated to our Los Angeles market as the Real Estate Manager where he oversaw one of the largest outdoor advertising markets in the country. In June of 2015 Collin was promoted to Director of Real Estate-West Coast where he will manage all assets in California, Washington, Oregon and Nevada.





Jeff McCuen

Outfront Media: Northern California Real Estate Manager

Mr. McCuen manages all real estate and project development in Northern California

Mr. McCuen has 26 years of Outdoor Advertising experience with Gannett Outdoor, Outdoor Systems, Infinity Outdoor, Viacom and CBS Outdoor/Outfront Media. Mr. McCuen's experience consists of all aspects of the outdoor industry and has held titles as Marketing Manager, Operations Manager, Sales Manager and General Manager all in the San Francisco Bay Area. Jeff has spent the last 5 years successfully driving Nationals Sales into the market and was recently appointed to help the market in developing a larger digital billboard presence. Mr. McCuen was promoted to Northern California Real Estate Manager in July 2014.

Brad Mooar

Outfront Media: Operations Manager-San Francisco

Mr. Mooar manages all operations in the San Francisco market

Mr. Mooar has 25 years of experience in outdoor advertising beginning his career in operations in 1989 in transit and rail advertising working his way through the ranks to Operations Manager in 1999. In 2002 he transitioned to Operations Manager for our billboard division where he currently manages all operational aspects of construction, installation, maintenance and safety of all Bay Area digital and static billboards, as well as our shelter franchise

G. Todd Latham

Outfront Media: Vice President Digital

Mr. Latham oversees digital national digital operations and implementation

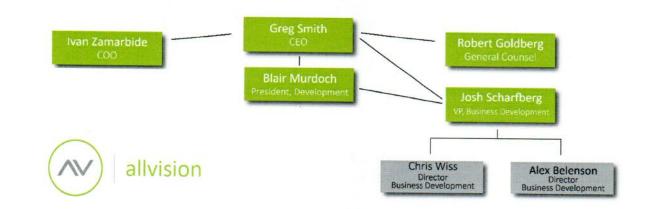
Originally with Premier Sports Marketing, Mr. Latham has more than 20 years' experience in sports stadium venues where that latest "State of the Art" signage always appears first. His expertise is in digital signage and travels the world consulting and assisting in the development of Outfront Media projects.





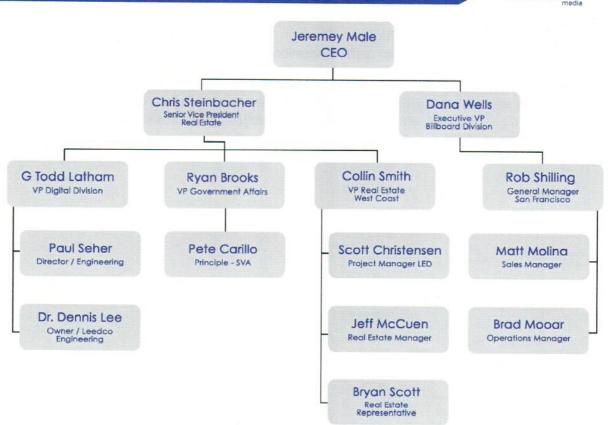
Organizational Chart

Allvision LLC Organization Chart



Organization Chart - Management Plan









Key Personnel - list

Allvision

Blair Murdoch President, Business Development

Josh Scharfberg Vice President, Business Development

Ivan Zamarbide COO

Rob Goldberg General Counsel, EVP

Alex Belenson Director, West Coast **Outfront Media**

Rob Schilling General Manager

Chris Steinbacher Senior Vice President of Real Estate

Collin Smith Director of Real Estate West Coast

Jeff McCuen Northern California Real Estate Manager

Brad Mooar Operations Manager-San Francisco

G. Todd Latham Vice President Digital

Alex Belenson, Allvision Director, West Coast, will be the Project Manager for this project:





Key Personnel - Resume

See following page(s)

BLAIR MURDOCH

bmurdoch@allvision.com

Professional Experience

All Vision LLC 2004- Present

President, Business Development

- Oversees All Vision's business development efforts
- Leads business development team in developing new outdoor advertising assets
- Works with clients to implement successful outdoor advertising programs
- Oversees government relations

Titan Outdoor Canada

2004 - 2005

Senior Vice President, General Manager

- Founded Canadian Division of Titan Outdoor.
- Coordinated acquisition of core assets that became what is now Titan Outdoor in Canada

JCDecaux/CBS Joint Venture

2002 - 2004

Co-Managing Director

- Represented CBS Outdoor in JV with JCDecaux for Vancouver Street Furniture Advertising Contract.
- Negotiated terms of agreement
- Implemented Street Furniture program

CBS Outdoor Canada (now Outfront)

1996 - 2004

Vice President, Real Estate

- Responsible for real estate transactions, acquisitions, and government relations.
- Completed 15 acquisitions totaling over \$175m

Mediacom (now Outfront)

1995 - 1996

Senior Vice President, General Manager

Responsible for operations and sales for Ontario,

Mediacom 1991 - 1995

Senior Vice President Corporate Affairs

Responsible for overseeing government and community relations in Canada.

Education

Lakehead University

Honours Bachelor of Arts

University of Manitoba

Master of City Planning

Affiliations (Past and Present)

Canadian Institute of Planners (member and former National Councilor)

Canadian Outdoor Measurement Bureau (former Board member)

Outdoor Advertising Association of Canada (former Board member)

Toronto Blue Jays Foundation (former Board member)

JOSHUA M. SCHARFBERG

jscharfberg@allvision.com

Professional Experience

All Vision LLC

2010 - Present

Vice President, Business Development

- Develop and manage media opportunities and sponsorship strategies for government entities, municipalities, and real estate investment trusts
- Prospect, pitch, and close new business by optimizing existing assets and identifying new revenue opportunities for prospective clients
- Monetize assets for clients by selling to media companies, corporations, and private equity firms

InStadium, New York, NY

2009 - 2010

Director, National Business Development

- Sold a national network of in-venue sports media that includes digital content, field-level signage, and customizable activation opportunities to agencies, clients, and buying services
- Developed, negotiated, and delivered strategic solutions to meet client objectives from a conceptual level through completion of a campaign
- Pitched customized concepts to Chief Marketing Officers, Directors of Marketing, Media Planners, Media Supervisors, and other high-level decision makers
- Clients included Fortune 500 corporations in industries including entertainment (television and movies), retail, financial, automotive, electronics, and consumer packaged goods

Titan Worldwide, New York, NY

2006 - 2009

Senior Account Executive

- Sold out-of-home media including transit, digital, bulletin, banner, kiosk and specialty assets in major international markets
- Prospected and cultivated national and regional business by developing client and agency relationships
- Increased new business sales by \$4 million dollars in annual net revenue
- Converted 100 prospects into six-figure residual accounts
- Launched digital campaigns across multiple platforms

NBC Universal Cable, Englewood Cliffs, NJ

2004 - 2006

Account Executive, Midwest Region

- Managed NBC Universal Cable distribution relationships with over 500 Major Service Operators throughout the Midwest Region for USA Network, CNBC, MSNBC, Bravo, Sci-Fi, and other NBC Universal launches
- Pitched and contracted over 150 deals with current and potential clients to secure distribution for both core and newly emerging channels

Education

The George Washington University, Washington D.C.

May 2004

Dual Concentration: B.B.A. Finance and B.B.A. Sports, Event, and Hospitality Management

IVAN ZAMARBIDE

izamarbide@allvision.com

Professional Experience

All Vision LLC

2015 - Present

COO

Responsible for operational and financial aspects of the company

CEMUSA - FCC GROUP (MADX: FCC)

2014 - 2015

COO US Operation (Cemusa, Inc)

- Cemusa is a US\$160M international media company providing world-leading OOH advertising services in key markets across Spain, the US and several European and Latin American countries.
- Leading the executive team responsible for company operations in North America.
- Responsible for US\$70 million business unit with leading presence in the largest OOH advertising market in the country and several other regions.

CEMUSA - FCC GROUP (MADX: FCC)

2005 - 2014

CFO US Operation (Cemusa, Inc)

- Member of the executive team: co responsible for corporate strategy, strategic planning, business development and institutional relationships.
- Lead all financial, accounting, reporting, budget & forecasting, inventory management and human resources activities.
- Grew sales from US\$3m to US\$70m with significant market share improvement in NYC and an average organic revenue increase of 18% in the last 4 years.
- Renegotiated contracts with key subcontractors resulting in a recurrent cost reduction of 20%+.
- Successful negotiations with public agencies that led to more favorable terms in several street furniture contracts and termination of unprofitable franchises.

CEMUSA - FCC GROUP (MADX: FCC)

2000 - 2004

Controller - International markets

ORONA, S. COOP (Mondragon Corporation)

1996 - 2000

Deputy controller

Oct 1998-Oct 2000: Deputy controller Dec 1996- Oct 1998: Financial analyst

Education

Universidad Catolica de Chile. Santiago, Chile

1994

MBA exchange program (1 semester)

IE business school. Madrid, Spain

1993 - 1994

MBA full time

Saint Louis University, Saint Louis. MO

1988 - 1991

BBA, (Major in finance)

ROBERT GOLDBERG

rgoldberg@allvision.com

Professional Experience

All Vision LLC

2015 - Present

EVP & General Counsel

 Oversee all legal matters for the Company and all subsidiaries. Perform risk analysis on all transactions. Assist with business matters and strategy for the Company.

Foley & Lardner LLP

2014 - 2015

Senior Real Estate Associate

 Drafting and negotiation of documents in connection with joint ventures, sales, acquisitions, construction and acquisition loan financing, lending, leasing and restructures and workouts.

Van Wagner Communications, LLC

2012 - 2014

Assistant General Counsel

- Drafting and negotiation of documentation for all divisions of this national out-of-home advertising company, including, real estate development, sports and entertainment, sales and experiential marketing.
- Assisted with sale of the company's outdoor advertising business to CBS Outdoor in October 2014.

Fuel Outdoor LLC

2011 - 2012

General Counsel

- Handled all legal matters for this national outdoor advertising company, including drafting and negotiating leases, venture agreements, and other agreements and government contracts and proposals.
- Member of management team; involved in major decisions of the company working with the CEO, CFO and President.
- Oversaw all matters for sale of company to Van Wagner Communications in December 2012.

Greenberg Traurig, LLP

2006 - 2011

Real Estate Associate

 Experience includes negotiation and drafting of documents in connection with joint ventures, sales, acquisitions, construction and acquisition loan financing, lending, and restructures and workouts.

Education

University of Miami Law School

2006

University of Miami

2003

Bachelor of Business Administration, Double Major in Finance and Economics

Bar Admission: New York

ALEX BELENSON

ablelenson@allvision.com

Professional Experience

All Vision LLC 2010 – Present

Director, West Coast

- Identify and develop West Coast and select National client opportunities
- Lead northern California client projects
- Lead Caltrans regulatory compliance initiatives and programs
- Manage digital place based media partner projects and initiatives

Belenson Associates Inc.

2003 - 2010

Co-founder, Executive Vice-President

- Launched digital curbside billboard network in Las Vegas
- Secured \$140M 10 year guaranteed transit advertising contract at BART (133% increase over prior 10 year franchise)
- Developed In-Train and Station digital advertising franchise programs at BART
- Introduced Train Wrap, Ticket Advertising, Tunnel Advertising programs at BART
- Restructured Las Vegas Monorail advertising program
- Secured \$3.5M 3 year guaranteed bus advertising franchise for RTC (Las Vegas) (950% increase over prior 3 year guarantee)
- Launched wrapped double deck (DEUCE) advertising program on Las Vegas Strip
- Restructured 6 Las Vegas bus shelter franchises (700% year over year increase in guaranteed revenue plus commitment to deploy \$6M+ furniture)
- Co-Developed Golden Gate Bridge Sponsorship and Advertising program
- Launched first ever Rapid Rider Reward credit card at BART

Viacom Outdoor (now Outfront Media)

1994 - 2003

Western Region Marketing Manager

- Managed national integration of outdoor and transit sales teams
- Led outdoor/radio/television cross-media sales co-ordination efforts
- Led local sales development for 4 western markets \$80M annual sales
- Serviced \$5M national ship-in business to San Francisco market
- Developed innovation Station Domination media executions increasing sales 35% over existing media inventory base
- Managed regional billboard real estate portfolio
- Developed and permitted new billboard sites

Education

San Francisco State University

1996

B.S., Business Administration - Marketing emphasis

Graduated Cum Laude, Dean's List

Affiliations

Beta Gamma Sigma National Honor Society

ROB SHILLING

rob.shilling@outfrontmedia.com

Professional Experience

OUTFRONT Media LLC 2016- Present Northern California General Manager 2013 - 2015 West Coast Regional Sales Manager - Los Angeles Area Managed second largest market Oversaw Displays division CBS Outdoor (now OUTFRONT Media) 2013 - 2014 West Coast Regional Sales Manager - Los Angeles Area Managed second largest market Oversaw Displays division Infinity Outdoor (now OUTFRONT Media) 2008 - 2013General Manager - Miami Started operation of newly acquired Miami transit franchise Developed sales & pricing strategies, excelling market to \$4 million in sales

Viacom Outdoor (now OUTFRONT Media)

2004 - 2007

General Manager - Miami

- Started operation of newly acquired Miami transit franchise
- Developed sales & pricing strategies, excelling market to \$4 million in sales

Education

Towson University

1983 - 1987

Mass Communications

Affiliations

CSOAA, California State Outdoor Advertising Association

Chris Steinbacher

chris.steinbacher@outfrontmedia.com

Professional Experience

Outfront Media LLC	2014 - Present
Senior Vice President, Real Estate Managed all aspects of the Real Estate Department for the US, Cana South/Latin America	ada, and 2010 - 2014
 Vice President, Real Estate – West Managed all aspects of Real Estate Department for the Western US 	2010 2014
CBS Outdoor (now Outfront Media) Vice President, Real Estate - West • Managed all aspects of Real Estate Department for the Western US	2010 - 2014
Infinity Outdoor (now Outfront Media) Director of Real Estate Managed all aspects of Real Estate Department for the Western US	2008 - 2010
Viacom Outdoor (now Outfront Media) Director of Real Estate • Managed all aspects of Real Estate Department for the Western US	2003 - 2008
Outdoor Systems Advertising (now Outfront Media) Real Estate Representative/ Real Estate Manager • Managed all aspects of Real Estate Department in Southern Californ	1998 - 2003 nia

Education

University of California, Santa Barbara
B.A., Psychology

Affiliations

CSOAA, California State Outdoor Advertising Association

1996

COLLIN SMITH

collin.smith@outfrontmedia.com

Professional Experience

OUTFRONT Media LLC

2015 - Present

Director of Real Estate, Real Estate - West

- Oversees all Lease negotiations in the Western Region
- Supervises the expansion of OUTFRONT Media's digital footprint.
- Works closely with local Municipalities regarding the development & entitlement of billboard.

CBS Outdoor (now OUTFRONT Media)

2013 - 2014

Southern California Real Estate Manager, Real Estate - West

- Managed all aspects of Real Estate Department for the Western US
 - Billboard Asset Management
 - Contract Negotiation
 - New Site Acquisition/Development
 - Digital Expansion
 - Government Affairs
 - Eminent Domain
 - Entitlements
 - Project Management
 - Lease Administration

Infinity Outdoor (now OUTFRONT Media)

2008 - 2010

Northern California Real Estate Manager, Real Estate - West

- Managed all aspects of Real Estate Department for the Western US
 - Billboard Asset Management
 - Contract Negotiation
 - New Site Acquisition/Development
 - Digital Expansion
 - Government Affairs
 - Eminent Domain
 - Entitlements
 - Project Management
 - Lease Administration

Education

California State University - Northridge

1993-1997

Kinesiology and Exercise Science

Affiliations

CSOAA, California State Outdoor Advertising Association

JEFF MCCUEN

jeff.mccuen@outfrontmedia.com

Professional Experience

Outfront Media 2012 - Present

Northern California Real Estate Manager

- Oversee Real Estate assets in Northern California
- Digital development strategies
- Control rent to revenue performance for the market

CBS Outdoor 2006 – 2012

General Manager

- Establish a culture that was strong in peer-to-peer mentoring
- · Achieved double digit growth year to year
- Built and led a team of sales of top performers to achieve OIBIDA goals
- Managed \$7 million in National business accounts

CBS Outdoor 1999 – 2006

Sales Manager

- Responsible for markets overall business strategy to meet rate and occupancy expectations.
- Built a strong sales environment
- Succeeded in dramatically increasing regional and national revenues

CBS Outdoor 1996 – 1999

Account Executive

- · Consistently exceeded sales budget
- Recognized for sales excellence through office and companywide awards
- · Excelled in building rapport and trust with customers

Outdoor Systems 1994 – 1996

Operations/Delivery & Quality Manager

- Responsible for the daily operations and to insure on time delivery of advertising to our customers
- Monitor plant for quality control

Gannett Outdoor 1988 – 1994

Marketing/Inventory Management

- Assist sales team with presentations, ordering of production and follow up with vendors
- Client market rides
- Manage inventory

Education

Chabot College

Business Administration

BRAD MOOAR

brad.mooar@outfrontmedia.com

Professional Experience

Outfront Media LLC

2014 - Present

Director of Operations, San Francisco Bay Area

 Manage all aspects of Billboard and Transit Operations for the San Francisco Bay Area and Northern Coastal Region

CBS Outdoor (now Outfront Media)

2008 - 2014

Director of Operations, San Francisco Bay Area

 Manage all aspects of Billboard and Transit Advertising Operations for the San Francisco Bay Area and Northern Coastal Region

Viacom Outdoor (now Outfront Media)

2003 - 2008

Operations Manager, San Francisco Bay Area

 Managed all aspects of Billboard Operations for the San Francisco Bay Area

Transportation Displays Inc./Bardel Inc.

1999 - 2003

Operations Manager

Managed all aspects of Transit Advertising Operations

Transportation Displays Inc./Bardel Inc.

1988 - 1999

Installation Supervisor

United States Navy

1983 - 1988

Operations/Communications Division Leader U.S.S. Kiska, AE-35

Education

Diablo Valley College

1999

A.A., Liberal Arts

G. TODD LATHAN

gtodd.lathan@outfrontmedia.com

Professional Experience

Outfront Media / CBS Outdoor LLC

2005 - Present

Vice President, Digital Division

Managed all aspects of Large Format Digital deployment, daily operations and support.

Viacom Sports (now Outfront Media)

1996 - 2005

Senior Director of Project Management

 Provided Ownership Representative Services for Large Format Digital clients. This included assistance with design, specifications and construction management.

WhiteWay Sign of Chicago

1993 - 1995

Director of Project Management

 Managed all aspects of Video and Scoreboard installations in some of the largest arenas and stadiums in the US.

American Sign and Indicator

1989 - 1993

Installation Manager

• On site manager of large format score / video installs including international projects.

Education

ITT Tech and alumni of University of Idaho's School of Engineering

1989

Associate Degree, Electronics Engineering





Streetlight Design and Engineering (NOT APPLICABLE)

Contractor or Installation Partner (NOT APPLICABLE)





Attachment E – Project Team and Financial Background Information Worksheet

See following page(s)

ATTACHMENT E Project Team and Financial Background Information Worksheet (REQUIRED)

All information requested in the Worksheet shall be furnished by the Proposer, and shall be submitted with the Proposal. Statements shall be complete and accurate and in the form requested. Omission, inaccuracy, or misstatement may be cause for the rejection of a proposal.

X Proposer confirms that they meet the requirements stated above.

Part 1 – Corporate Information Background Questions (Required)

1.	If a co	prporation, answer the following:	
	A.	When incorporated?	
	B.	In what state?	
	C.	Authorized to do business in California?	
		If so, what date?	
2.	If NO	T a corporation, answer the following:	
	A.	Name of Organization:	Outfront Allvision LLC
	B.	Date of Organization:	May 26, 2015
	C.	General, Limited Partnership, or Joint Venture:	Joint Venture
			(if applicable)
	D.	Registered in California? Yes	If so, when? Feb 1, 2016
3.	Have	you ever had a bond or surety denied	
	YES	NO X If yes, state name reason for such c	e of bonding company, date, amount of bond and ancellation or forfeiture in an attached statement.
4.	Have	you ever declared bankruptcy or beer	n declared bankrupt?
		If you state data	,
	YES	NO X li yes, state date	, court jurisdiction, docket number, amount of ount of assets.
5.	Has yo	our company ever had any agreemen	ts cancelled?
	YES	NO X If yes, give details).

Part 1 – Corporate Information Background Questions (continued)

The rep	federal department or agency, any Caliagency? YES NO X If yes, give details a undersigned hereby declares under penalty resentations made in this questionnaire are to	led from participation in this transaction by any ifornia State agency, or any local governmenta
The rep	resentative is sufficient. Robert Goldberg (Please Print or Type Name)	led from participation in this transaction by any ifornia State agency, or any local governmentation. To of perjury that all statements, answers and rue and accurate, including all supplementary reporate Proposer, the signature of one duly authorized Signature Donald R. Shassian (Please Print or Type Name)
The rep	resentative is sufficient. Robert Goldberg TES NO X If yes, give details If yes, give details A liftyes, give details If yes, give details	ded from participation in this transaction by any ifornia State agency, or any local governmentation. To of perjury that all statements, answers and rue and accurate, including all supplementary reporate Proposer, the signature of one duly authorized Signature Donald R. Shassian
The rep	resentative is sufficient. Signature YES NO X If yes, give details Public terms of the content of the conten	ded from participation in this transaction by any ifornia State agency, or any local governmentation of perjury that all statements, answers and rue and accurate, including all supplementary reporate Proposer, the signature of one duly authorized Signature Date
The rep	resentations made in this questionnaire are to the tements hereto attached. In the case of a contresentative is sufficient.	ded from participation in this transaction by any ifornia State agency, or any local governmentation of perjury that all statements, answers and true and accurate, including all supplementary reporate Proposer, the signature of one duly authorized when the signature of the sign
The rep	resentations made in this questionnaire are to tements hereto attached. In the case of a content of the case of a content	led from participation in this transaction by any ifornia State agency, or any local governmentation. of perjury that all statements, answers and rue and accurate, including all supplementary
	federal department or agency, any Cali agency?	led from participation in this transaction by an ifornia State agency, or any local governmenta
9.	Has your company or subcontractors f	for this project ever been disbarred, suspended
	YES NO X If yes, give details	·
8.	Are you now engaged in any litigation which pay fees or perform under this Agreement?	h does now or could in the future affect your ability to
	YES NO X If yes, give details.	. Attach copy of such agreement(s).
	Are you currently engaged in merger or acquerger or acquisition negotiations within the	uisition negotiations, or do you anticipate entering into time period of this Request for Proposal?
	YES NO X If yes, give details.	· · · · · · · · · · · · · · · · · · ·

Part 2 – Installation Partner Background Questions (if applicable)

7. Are you currently engaged in merger or acquisition negotiations, or do you anticipate entering into merger or acquisition negotiations within the time period of this Request for Proposal?

sta	Signature (Please Print or Type Name)	Date	Signature (Please Print or Type Na	Date me)
sta	Signature	Date	Signature	Date
sta				
The	e undersigned hereby declares un presentations made in this question tements hereto attached. In the presentative is sufficient.	onnaire are tr	rue and accurate, including all s	upplementary
	YES NO If yes	, give details.		
9.	Has your company or subcodeclared ineligible or volunta federal department or agency?	arily exclude	ed from participation in this	transaction by any
	YES NO If yes,	give details.		
8.	Are you now engaged in any liti pay fees or perform under this A	gation which greement?	does now or could in the futur	e affect your ability to





Attachment F - Previous Customer Reference Form

See following page(s)

ATTACHMENT F - 1 Previous Customer Reference Form (REQUIRED)

Proposer must submit three references using this form. References must be current (within the last 3 years) customer references where the proposed system has been implemented and accepted and where the Proposer's Contractor services have been successfully demonstrated.

(Copy this form as necessary to complete each reference.)

Name of Customer:	City of Benicia		
	250 East L St		
Customer Address:	Benicia, CA 94510		
Customer Contact Name	Mario Giuliani		
Customer Contact Telephone	707-746-4289		
Customer E-mail	Mgiuliani@ci.benicia.ca.us		
Date of Agreement/Contract	May 2014		
Period of Performance	From: May 2014	To: April 2044	
	☐ Firm Fixed Price	□ Not to Exceed	
Type of Contract	☐ Time & Material	□ Cost + Fixed Fee	
	Generating		
What is the dollar value of the contract?		City projected to generate \$7,262,500	
If contract was terminated or cancelled for convenience, please indicate the circumstances:		N/A	
Is this a reference for work Proposer has performed? (Yes or No)		Yes	
Outfront has successful substantial non-tax reve existing billboard with the	lly constructed a digital billboard on one constructed a digital billboard on one constructed and one construction of the cons	City property to generate ncorporated the removal of an	

ATTACHMENT F - 2 Previous Customer Reference Form (REQUIRED)

Proposer must submit three references using this form. References must be current (within the last 3 years) customer references where the proposed system has been implemented and accepted and where the Proposer's Contractor services have been successfully demonstrated.

(Copy this form as necessary to complete each reference.)

Name of Customer:	City of Millbrae		
0	621 Magnolia Ave		
Customer Address:	Millbrae, CA 94030		
Customer Contact Name	George Mozingo		
Customer Contact Telephone	650-259-2331		
Customer E-mail	Gmozingo@ci.millbrae.ca.us		
Date of Agreement/Contract	December 2015		
Period of Performance	From: December 2015	To: November 2035	
	☐ Firm Fixed Price	□ Not to Exceed	
Type of Contract	☐ Time & Material	□ Cost + Fixed Fee	
	X Other (Specify): Revenue G	Benerating	
What is the dollar value of the contract? City projected to generate \$14 133 000		City projected to generate \$14,133,000	
If contract was terminated or cancelled for convenience, please indicate the circumstances:			
Is this a reference for work Proposer has performed? (Yes or No)		1000 (4000)	
Outfront has successfully constructed a digital billboard on City property to generate			
substantial non-tax reve	nue for the City. This project also in	corporated the removal of an	
existing billboard with the City.			
		Ł	

ATTACHMENT F - 3 Previous Customer Reference Form (REQUIRED)

Proposer must submit three references using this form. References must be current (within the last 3 years) customer references where the proposed system has been implemented and accepted and where the Proposer's Contractor services have been successfully demonstrated.

(Copy this form as necessary to complete each reference.)

Name of Customer:	New Jersey Turnpike		
	581 Main St		
Customer Address:	Woodbridge, NJ 07095		
Customer Contact Name	Erika Vargas-Garrison		
Customer Contact Telephone	(732) 750-5300		
Customer E-mail	vargas@turnpike.state.nj.us		
Date of Agreement/Contract	April, 2011		
Period of Performance	From: April, 2011	To: Current	
ronomano	□ Firm Fixed Price	□ Not to Exceed	
Type of Contract	□ Time & Material	□ Cost + Fixed Fee	
	X Other (Specify): Revenue (Generating	
What is the dollar val	ue of the contract?	\$30,000,000	
If contract was termin	nated or cancelled for convenience, ircumstances:	N/A	
Is this a reference for work Proposer has performed? (Yes or No)		Yes	
Allvision has successful New Jersey Turnpike.	ully developed 5 digital billboard struct New Jersey Turnpike also has the a se is projected to generate in excess ms.	bility to promote internal marketing	





PROPOSAL SPECIFICS

Attachment B - Proposal Specifics Worksheet

See following page(s)

Attachment D - Proposer Certification Form

See following page(s)

Attachment G – Environmentally Preferred Procurement Program (Ep3) Information Sheet

See following page(s)

ATTACHMENT B Proposal Specifics Worksheet (REQUIRED)

1.	Please describe how you intend to achieve the outcomes and goals outlined in this RFP, particularly those specified in Sections 1 (Introduction) and 2 (Goals and Objectives).		
	The City is projected to receive \$38 Million from the deployment of a comprehensive outdoor advertising program. In addition, the City will receive the benefits of EV Charging Stations and be able to utilize the digital displays for emergency messaging and the promotion of community initiatives.		
2.	Describe the Community Benefit of your proposal, including aesthetics, reduction of clutter in the right-of-way, etc.		
	In addition to generating revenue, this program will: 1) result in a reduction of static billboar inventory; 2) provide free public EV fast charging stations; and 3) enable the City to utilize digital displays for emergency messaging or the promotion of community initiatives		
3.	Describe the City assets that will be required to implement your proposal.		
	Small portions of real estate (parcels and/or right-of-way) to erect display structures		
4.	Has your proposal been implemented elsewhere?		
-	YES X NO If yes, provide locations and dates of previous projects, as well as contact information for the jurisdiction or project. Allvision and Outfront Media have built and/or operate over 500 digital billboards on public and private land across the United States. See Attachments F-1, F-2, F-3 for specific examples. Additional case studies available upon request.		
5.	Have you (or your installation partner) completed installations of LED streetlights in other locations?		
	YES NO X If yes, provide locations, number of lights installed, project completion dates, and contact information for the jurisdiction or project.		
6	. Will you be in any way attaching or placing equipment or otherwise utilizing City right-of-way, facilities, or property?		
	YES X NO If yes, please complete Attachments H through J as applicable.		

12. Does your proposal require the placement of utility cabinets, vaults, or other equipment is City right-of-way?	i ilie
YES X NO If yes, please indicate the type and quantity.	
One 36"-48" pole and one power connection (cabinet or vault) per display structure	_
13. Does your proposal reduce the number of utility cabinets, vaults, etc. in the City right-of- YES NO X If yes, how many of each type will be eliminated?	way?

ATTACHMENT D Proposal Certification Form (REQUIRED)

NO PROPOSAL SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE BELOW

Proposing Firm Name:	Outfront Allvision LLC		
Address:	420 Lexington Avenue Suite 1601 New York, NY 10170		
7.44.000.			
Telephone:	(212) 661-7500		
Facsimile:	(212) 661-5704		
E-mail:	RGoldberg@Allvision.co	om	
Contact person na		Robert Goldberg Authorized Signatory	
PROPOSER REPR	ESENTATIONS	Additionized Signatory	
suspended, propose	ed for disbarment, declared iny federal department or ag	oser nor its principals are presently disbarred, ineligible or voluntarily excluded from participation in gency, any California State agency, or any local	
document or permitt Proposer did not red	that only those deviations, led by formal addenda are a beive unauthorized informati	ion from any City staff member or City Consultant	
addenda issued by t	period except as provided fine City, or the pre-proposa	for in the Request for Proposals package, formal I conference.	
Proposer certifies the requirements identified	at this submission includes ed in Addenda1_ throu	full consideration of the information and/or ugh12	
Proposer hereby cer documents is true ar	tifies that the information cond correct.	ontained in the proposal and all accompanying	
Please check the ap	propriate box below:		
☐ If the proposal is doing business unde	submitted by an <u>individual,</u> er a fictitious name, the prop	it shall be signed by him or her, and if he or she is posal shall so state.	
address of the partho partnership, the full r	ership, the full names and a names and addresses of all	the full names and addresses of all members and the addresses of all members and the addresses of the members and the address of the partnership shall be nembers by one or more members thereof.	
If the proposal is authorized officer or	submitted by a <u>corporation</u> ,	it shall be signed in the corporate name by an	

☐ If the proposal is submitted by a <u>limited liability company</u> , it shall be signed in the corporate name
by an authorized officer or officers.
$oxed{\boxtimes}$ If the proposal is submitted by a joint venture, the full names and addresses of all members of the
joint venture shall be stated and it shall be signed by each individual.

By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP.

Authorized Representative Name (sign name):	Rulin g
Authorized Representative	
Signature (print name):	Robert Goldberg
Authorized Representative	EVP, General Counsel
Title (print title):+	Allvision
Complete additional signat	ures below as required per # 7 above
Authorized Representative	Small R. Massian
Name (sign name):	Gonafl I. Massian
Authorized Representative	
Signature (print name):	Donald R. Shassian
Authorized Representative	EVP & Chief Financial Officer
Title (print title):+	OUTFRONT media
	"国共产业"。 经产业的人用的证明的企业 的发展的企业
Authorized Representative	
Name (sign name):	
Authorized Representative	
Signature (print name):	
Authorized Representative	
Title (print title):+	

ATTACHMENT G Environmentally Preferred Procurement Program (EP3) Information Sheet (REQUIRED)

Please review the contents of this document then provide the information requested at the end of this document regarding the product and/or service offered. This document is to be submitted with your Bid or Proposal. The document will not be utilized in the determination of the overall low bidder. The complete Council Policy (4-6) can be viewed at:

www.municode.com/Resources/gateway.asp?pid=14440&sid=5

Background

The City of San José has adopted an Environmentally Preferable Procurement ("EPP") Policy (Council Policy 4-6). The goal is to encourage the procurement of products and services that help to minimize the environmental impact resulting from product consumption during the completion of services, as well as the use and disposal of products purchased. These products include, but are not limited to, those that contain recycled content, conserve energy or water, minimize waste or reduce the amount of toxic material used and disposed.

The City encourages the use of products that minimize adverse environmental and health effects and take into consideration both the costs associated with the full product life cycles.

What Is Environmentally Preferable Procurement (EPP)?

Environmentally Preferable Procurement (EPP) is a process for selecting products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. In the simplest terms, EPP means adding environmental considerations to purchasing decisions along with such traditional factors as performance, price, health, and safety. EPP considerations include:

- Durability
- Energy and water efficiency
- Remanufactured parts and recycled content
- Ability to reuse or recycle
- Existence of harmful or dangerous chemicals.

The EPP process builds on these single attributes and encourages purchasers to examine multiple attributes such as energy efficiency **and** recycled content **and** toxicity **and** the use of renewable resources **and** other environmental attributes. The mix of attributes will depend on the specific product or service being evaluated.

The City is interested in understanding positive environmental attributes as outlined below. You may attach additional sheets as may be required.

Product or Service Environmental Profile:	Yes	No	Detailed Product/Service Information
1. Are the Products offered or utilized in providing this service certified by independent certification programs such as Energy Star, Green Seal, EcoLogo, or EPEAT?		X	
2. Do the Products offered or utilized in providing this service contain recycled material content?		X	
3. Do the Products offered or utilized in providing this service reduce energy consumption?		Х	
4. Do the Products offered or utilized in providing this service reduce toxicity, including emissions?		X	
5. Do the Products offered or utilized in providing this service reduce water consumption?		X	
6. Do the Products offered or utilized in providing this service reduce waste?		X	





Response to Section 21, Exemplar Agreements (if applicable)

EXCEPTIONS TO EXEMPLAR FOR PROPERTY USE AGREEMENT

If Outfront Allvision is awarded a contract pursuant to the RFP, Outfront Allvision is willing to enter into the form of agreement attached as Appendix 9, Exemplar For Property Use Agreement (the "Agreement"), with the following requested exceptions (capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement):

1. As a general exception, please note that the Agreement is not drafted for the purpose of constructing, operating and selling advertising on billboards on City owned property, and the Agreement will need to be revised to include provisions that specifically address such purpose. Amongst other things, the Agreement will need to address access, visibility and utility rights and to provide an area of land for each sign structure that is sufficient to construct, operate, maintain, repair and remove our sign structures, the advertising displays thereon together with other ancillary equipment and appurtenances. Outfront Allvision reserves the right to further comment following the receipt of such revised form of the Agreement. The form of Agreement will be used as the form of license agreement to be entered into for each sign constructed. In addition a master agreement will need to be developed for the overall project to govern the general provisions.

2. Section 1- Exclusive Use

Due to the nature of the advertising business, LICENSEE will need to be granted the exclusive use of the Property for the purpose of constructing a billboard. A restriction prohibiting any other third party advertising on the respective Property will need to be added.

3. Section 4.1- Consideration

Section 4 will need to be modified to reflect a general statement regarding the LICENSEE Fee to be paid or to specify the License Fee agreed upon by the parties and the structure thereof.

4. Section 4.4- Access to Property

The following should be added to the end of the last sentence in Section 4.4:

"except if and to the extent that such liability arises out of or in connection with negligence or willful misconduct of CITY, its officers, employees or agents during the performance by each of them of their official duties on behalf of CITY."





Section 4.5- Release and Waiver Please revise the second sentence in Section 4.5 as follows:

"The foregoing shall include any loss, damage, claim or liability for damages or injury caused by or resulting from LICENSEE's introduction or generation of Hazardous Materials, as defined in Exhibit B, on the Property in violation of Environmental Laws, or the creation of an increased hazard to the public on the Property in any material respect from existing Hazardous Materials on the Property materials arising from the use of the Property by LICENSEE, its officers, employees, agents or contractors.

6. Section 4.6- Indemnification

Please revise the second sentence of Section 4.6 as follows:

"The foregoing shall include, but not be limited to, any Claims resulting from LICENSEE's introduction or generation of Hazardous Materials, as defined in Exhibit B, on the Property in violation of Environmental Laws, or the creation of an increased hazard to the public on the Property in any material respect from existing Hazardous Materials on the Property materials arising from the entries of LICENSEE, its employees, agents or contractors.

7. Section 4.10- No Admission of Liability

Please add the following sentence at the end of Section 4.10:

"Notwithstanding the foregoing, CITY shall inform LICENSEE of any Hazardous Materials at the Property and provide LICENSEE with any environmental reports in CITY's possession, and LICENSEE shall not be liable for any such Hazardous Materials or any other Hazardous Materials not brought onto the Property by LICENSEE, its employees and agents."

8. Section 4.11 - Restoration

Please add a provision to this Section to provide that when LICENSEE removes its sign structures, LICENSEE may choose to remove only the above grade portions of said sign structures. The future existence of below grade improvements shall not constitute continued occupancy of the Property by LICENSEE. Upon completion of said removal, LICENSEE shall restore the removal area at grade to a condition that is similar to that of the surrounding Property (e.g. if the surrounding area is covered in asphalt, LICENSEE shall apply an asphalt patch to the removal area).





9. Section 4.12- City Access to Property

Please revise this Section as follows:

"CITY shall continue to have the right to use and access the Property as needed for CITY purposes, provided, however, except in the case of an emergency, CITY shall provide LICENSEE with reasonable advance notice of such access."

10. Section 5- Termination

Please remove the City's right of termination for convenience. Our proposal contemplates that there will be a separate license agreement governing each sign location that is approved for development and construction that will have a 25 year term, commencing on a specified date when the respective sign is operational. If following further conversations, the CITY and LICENSEE agree that there are certain limited circumstances) in which the CITY requires a right of termination, the parties will need to agree on terms governing the relocation of removed signs and reimbursement of costs, expenses and capital expenditures if a removed sign cannot be relocated.

In addition, we will want to discuss including termination and abatement rights for LICENSEE under limited circumstances.

11. Section 7- Liens and Encumbrances

The following should be added to the end of Section 7:

", except with respect to a collateral assignment to a secured lender."

12. Section 8.1- Defaults

Please provide for a monetary default if not cured within 10 Business Days <u>following</u> receipt of written notice of such default.

13. Section 9- Assignment

- The following should be added to the end of the first sentence of Section 9:
 - ", which consent shall not be unreasonably withheld, conditioned or delayed."
- The following should be added to the end of the third sentence of Section 9:
 - "with respect to Claims occurring prior to the date of the Assignment."
- The following should be added to the end of Section 9:
 - "Notwithstanding the foregoing, CITY's consent shall not be required for an assignment to an entity controlling, controlled by or under common control with





LICENSEE or in connection with a sale of all or substantially of all LICENSEE's assets or business. Additionally, the sale of advertising on the signs by a third party shall not be deemed an assignment under this Agreement."

14. Section 16- Notices

Please provide that notices may also be sent by overnight courier and shall be deemed received one day following delivery to such courier.

15. Insurance Requirements – Subsection C – SIRs and Deductibles

Please remove subsection C from the insurance requirements. This is proprietary information that should not be subject to disclosure. Moreover, LICENSEE's insurance policies cover its ultimate parent company and affiliates - they are structured to meet the needs of all of these entities and cannot be modified at the discretion of the CITY or in such a way at solely to relate solely to matters that are the subject of the License.





COST PROPOSAL

Attachment C – Proposal Valuations and Cost Form with Designated Responsible Parties

See following page(s)



January 26, 2016

Addendum #8 to RFP 15-16-01

Innovative LED Streetlight Replacement

ATTACHMENT C

<u> UPDATED 1/26/16</u>

The purpose of this addendum is to:

1. Replace ATTACHMENT C (Proposal Valuation and Cost Form With Designated Responsible Parties) in whole. Completion of Attachment C is required for all proposers.

All other specifications, terms and conditions of this RFP not addressed by this or other formal addenda issued by the City of San José are unchanged.

ATTACHMENT C - UPDATED 1/26/16

Proposal Valuation and Cost Form
With Designated Responsible Parties (REQUIRED)

NAME OF LEAD PROPOSER: Outfront Allvision LLC

Proposal Type: In Lieu

☐ LED Streetlight Instal	lation		
	ation. Proposer may s	of LED streetlights and wireless elect more than one zone. Qua ts in zone(s) selected.	
□ Central San José	11,090 lights	□ North-East San José	10,780 lights
□ South San José	10,280 lights	□ West San José	7,135 lights

Total Stated Value of Proposal:	
Term of Proposal (up to 25 years):	
☐ In Lieu Payment	
A. Total Stated Value of Proposal: (Note: Minimum value must be more than \$2 millio	\$38,000,000 In for in lieu payments.)
B. City of San José Project Management Cost	\$7,600,000 . 20% of Line A
(All in-lieu projects will be assessed PMC for City inlieu funds.)	Staff to manager installation of streetlights with
C. Final Value for Proposal	\$30,400,000 Line A – Line B = Line C
Term of Proposal (up to 25 years):	25 years

Proposal Description: Please describe your concept. What City assets do you want to use? What benefit will your proposal provide in return? What revenues will the City receive? (Use Additional Pages)

The proposed project will utilize nominal portions of City-owned real estate to erect and operate eight (8) digital billboard displays. The City shall receive twenty percent (20%) of gross advertising revenue generated from the billboards, which is projected to be approximately \$38 million. The signs will also have enable the City to promote citywide marketing initiatives, public service announcements, and override an advertising copy in the event of public emergencies (Amber Alerts, Homeland Security Warnings, etc.). In addition, the proposed project will provide potentially free electric vehicle charging stations for the public's benefit.

		oject Value Tat – All Propose	rs		
of t	jected Revenues: Please detail any he proposal timeline, the source of evant information.	revenues the C said revenues,	how they w	ill be calculate	ed, and any othe
#	Source	Qty	Unit of Measure	Unit Revenue	Projected Revenue
1	Digital Billboards	8	Network	\$38MM	\$38MM
2					
3					
	Total Projected Revenues	\$ 38,000,000			
	ue of other items: Please delineate			La Evert	
#	Source	Qty	Unit of Measure	Unit Revenue	Projected Value
1	EV Charging Stations	2	TBD	TBD	TBD
2					
3					
	Total Projected Value				\$ TBD

LED Streetlight/Controller Unit Installation Provisioning

Table C2: Installation Proposals ONLY

The matrix below delineates steps and items required to provision LED streetlights and controller units. Using the matrix, delineate which items will be Proposer Responsibilities and which will be City Responsibilities, and the cash value.

Table C2: Installation Proposals ONLY						
#	Description	Qty	Unit of Measure	Unit Cost	Extended Cost	Responsible Party
Lui	minaires and Equipment	562				
1	Lightheads/luminaires Note: average cost for purchase and installation is \$650/lighthead.					□ Proposer □ City

2	Luminaire controller Note: average cost for purchase and installation of baseline unit is \$150 /controller. If using alternative, add costs for interoperability solution or conversion of City's existing 23,000 LED streetlights to new system in line 2A.		□ Proposer □ City
2A	Luminaire controller (alternate system).	- 4	□ Proposer □ City
3	Wireless Luminaire Device (if separate from luminaire controller)		□ Proposer □ City
4	Wireless Gateway (quantity = # of gateways)		□ Proposer □ City
5	Temporary Communication from Gateway to Central Software (quantity = # of gateways multiplied by 6 months)		□ Proposer □ City
6	Software License (one-time purchase)		□ Proposer □ City
7	Annual Software Maintenance Fee (Three Year Minimum)		□ Proposer □ City
8	Annual Software Maintenance Fee (Contract Extension)		□ Proposer □ City
9	Power (if required for any use other than the luminaire itself)		□ Proposer □ City
10	Backhaul (if applicable)		□ Proposer
11	Other		□ Proposer □ City

#	Description	Qty	Unit of Measure	Unit Cost	Extended Cost	Responsible Party
Pro	fessional Services					
12	Engineering All work must be done by a certified engineer.					☐ Proposer
13	Permitting Note: Average permitting cost is \$80/lighthead. Additional permitting fees may apply based on nature of proposal. This illustrative figure does not include Proposer staff or consultant time to prepare, submit or obtain permits.					□ Proposer □ City
14	CEQA Clearance					□ Proposer □ City
15	Project Management					☐ Proposer ☐ City

16	Other	☐ Proposer ☐ City
Con	struction	
17	Installation Note: average cost for purchase and installation is \$650/lighthead.	□ Proposer □ City
18	Disposal/recycling of old lightheads. Note: Standard cost for Disposal/Recycling is \$5/lighthead.	□ Proposer □ City
19	Other	☐ Proposer ☐ City
20	Other	□ Proposer
21	Other	☐ Proposer ☐ City
22	Other	☐ Proposer ☐ City

Additional information: Please attach additional pages for additional background information.





TELECOMMUNICATIONS AND OTHER PROPOSALS REQUIRING BACKHAUL AND/OR POWER

Attachment H - Backhaul Specifications (NOT APPLICABLE)

Attachment I - Power Specifications

See following page(s)

Attachment J – Telecommunications Specifications (NOT APPLICABLE)

ATTACHMENT I Power Specifications (IF APPLICABLE)

Proposals requiring the use of electrical power must address how power will be provided and must comply with all PG&E restrictions and regulations.

If proposal requires electrical power, the following information is required:

- 1. Name and address of private or public power source
- 2. Map or description of power access points
- Letter of intent (or equivalent) documenting agreement to provide power should Proposal be accepted by the City

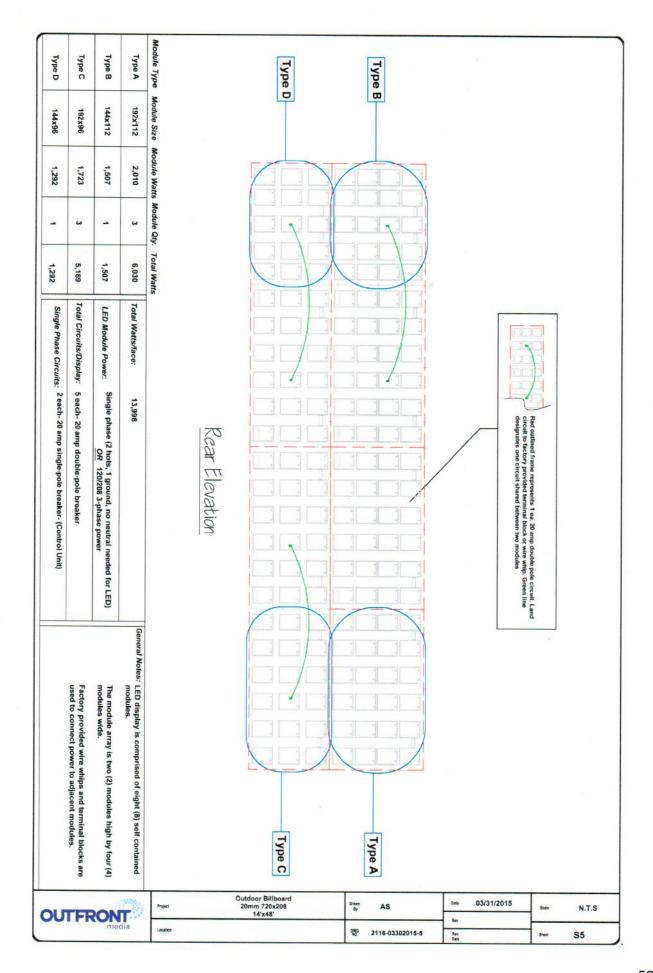
PLEASE NOTE: THERE ARE SEVERE RESTRICTIONS ON THE USE OF UNMETERED CITY STREETLIGHTS AS A POWER SOURCE. ANY CIRCUIT OR OTHER ELECTRICAL UPGRADES TO CITY INFRASTRUCTURE (INCLUDING SETTING METERS, ETC.) ARE THE RESPONSIBILITY OF THE PROPOSER. THE PROPOSER MUST RESOLVE ANY POWER ISSUES BEFORE AN AWARD OR CONTRACT WILL BE GRANTED.

Power will be sourced through the customary process for establishing new service with PG&E. The City will not have any cost related to establishing service or for power consumed

Electric power will be purchased from green sources (PG&E Solar Choice, Renewable Energy Certificates, or similar).

Each display pulls approximately 14k watts, requires 120/240 single phase service, and draws approximately 128 amps.

Specific site plans can only be developed once sites have been conditionally approved by the City for development.







STREETLIGHT INSTALLATION PROPOSALS

Attachment K – Streetlight Control & Management System Specification Response Form (NOT APPLICABLE)

Attachment L – LED Luminaire Specifications (NOT APPLICABLE)

Appendix 3, Section 4 - Product Samples (NOT APPLICABLE)





OPTIONAL SUBMITTALS

Attachment M – Local and small Business Enterprise Preference (OPTIONAL)

Optional - Not Submitted





POST AWARD SUBMITTALS

Appendix 7 – Insurance Requirements (POST AWARD)

To be provided Post Award

Appendix 6 - PG&E Report Requirements (POST AWARD) (NOT APPLICABLE)

Not Applicable

Wage Requirements

To be provided Post Award

Attachment N – Public Agency Participation Form (POST AWARD)

To be provided Post Award

Performance/Payment Bond (POST AWARD)

To be provided Post Award